

82-20-A  
#214

**PETITION FOR ZONING VARIANCE**

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 1802.3, C.1 permit lot widths of 50 ft. instead of the required 55 ft.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)

1. We are retired and inflation has forced us to sell this lot.
2. When we bought this property we bought it as an investment for retirement so we could sell the lot at a later time.
3. It would cause extreme financial hardship if we cannot sell this lot.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Contract Purchaser:  
David Jones, Inc.  
(Type or Print Name)  
*David Jones*  
Signature  
106 Hollow Brook Road  
Address  
Towson, Md. 21203  
City and State  
Attorney for Petitioner:  
None  
(Type or Print Name)  
Signature  
Address  
City and State  
Name, address and phone number of legal owner, contract purchaser or representative to be contacted  
Glenn Charlow  
Name  
377-7677  
Address  
711 Anneslie Road, Baltimore, Md. 21212  
Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 21st day of July, 1981, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 108, County Office Building in Towson, Baltimore County, on the 21st day of July, 1981, at 9:30 o'clock AM.

*William E. Hammond*  
Zoning Commissioner of Baltimore County.

(over)

Mr. & Mrs. John E. Parks  
Route 1, Box 362 Padonia Road  
Cockeysville, Md. 21030

**BALTIMORE COUNTY OFFICE OF PLANNING & ZONING**

County Office Building  
111 W. Chesapeake Avenue  
Towson, Maryland 21204

Your Petition has been received and accepted for filing this 12th day of May, 1981

*William E. Hammond*  
WILLIAM E. HAMMOND  
Zoning Commissioner

Petitioner John E. Parks, et al  
Petitioner's Attorney

Reviewed by *Nicholas B. Commodari*  
Nicholas B. Commodari  
Chairman, Zoning Plans  
Advisory Committee

**BALTIMORE COUNTY  
ZONING PLANS  
ADVISORY COMMITTEE**



**PETITION AND SITE PLAN  
EVALUATION COMMENTS**

**BALTIMORE COUNTY, MARYLAND**

**INTER-OFFICE CORRESPONDENCE**

Mr. William Hammond  
Zoning Commissioner  
TO: Michael S. Flanagan, Engineer Associate II  
FROM: ZAC MEETING OF May 12, 1981  
SUBJECT: July 28, 1981

The Department of Traffic Engineering has no comments for items 211, 212, 213, 214, 215, 216 and 217 pertaining to Zoning Advisory Committee Meeting of May 12, 1981.

*Michael S. Flanagan*  
Michael S. Flanagan  
Engineer Associate II

MSF/jem

**BALTIMORE COUNTY, MARYLAND**

**INTER-OFFICE CORRESPONDENCE**

Mr. W. E. Hammond  
Zoning Commissioner  
TO: Norman E. Gerber, Director  
FROM: Office of Planning and Zoning  
SUBJECT: Petition No. 82-20-A Item 214  
Date: July 2, 1981

Petition for Variance  
North side of Evans Avenue, 300 ft. East of Sweetbriar Lane  
Petitioner- John E. Parks, et ux

Eighth District

HEARING: Tuesday, July 21, 1981 (9:30 A.M.)

There are no comprehensive planning factors requiring comment on this petition.

*Norman E. Gerber*  
Norman E. Gerber, Director  
Office of Planning and Zoning

NEG:JGH:ab

**BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE**

July 15, 1981

COUNTY OFFICE BLDG.  
111 W. Chesapeake Ave.  
Towson, Maryland 21204

cc: Nicholas B. Commodari  
Chairman

MEMBERS  
Bureau of Engineering  
Department of Traffic Engineering  
State Roads Commission  
Bureau of Fire Prevention  
Health Department  
Project Planning  
Building Department  
Board of Education  
Zoning Administration  
Industrial Development

Mr. & Mrs. John E. Parks  
Route 1, Box 362 Padonia Road  
Cockeysville, Maryland 21030

RE: Item No. 214  
Petitioner - John E. Parks, et ux  
Variance Petition

Dear Mr. & Mrs. Parks:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted to this office from the committee members at this time. The remaining members felt that no comment was warranted. This petition was accepted for filing on the date of the enclosed certificate and a hearing scheduled accordingly.

Very truly yours,

*Nicholas B. Commodari*  
NICHOLAS B. COMMODARI  
Chairman  
Zoning Plans Advisory Committee

NBC:bac

Enclosures



BALTIMORE COUNTY  
DEPARTMENT OF PUBLIC WORKS  
TOWSON, MARYLAND 21204

HARRY J. PISTEL P.E.  
DIRECTOR

June 23, 1981

Mr. William E. Hammond  
Zoning Commissioner  
County Office Building  
Towson, Maryland 21204

Re: Item #214 (1980-1981)  
Property Owner: John E. & Alice M. Parks  
N/S Evans Ave. 300' E. of Sweetbriar Lane  
Acres: 100 x 150 District: 8th

Dear Mr. Hammond:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

**General:**

This property comprises Lots 35 thru 38, Section G, Yorkshire, (Recorded W.P.C. 7, Folio 21).

**Highways:**

Evans Avenue, an existing public road, is proposed to be improved in the future as a 30-foot closed section roadway on a 50-foot right-of-way.

**Sediment Control:**

Development of this property through stripping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the stripping of top soil.

**Storm Drains:**

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

**Water and Sanitary Sewer:**

There is a public 6-inch water main and 8-inch sanitary sewerage in Evans Avenue. There is not a fire hydrant on Evans Avenue.

Very truly yours,

*Robert A. Morton*  
ROBERT A. MORTON, P.E., Chief  
Bureau of Public Services

RAM:EAM:FWR:ss

cc: Jack Wimbley, William Munchel



BALTIMORE COUNTY  
OFFICE OF PLANNING AND ZONING  
TOWSON, MARYLAND 21204  
494-3211

NORMAN E. GERBER  
DIRECTOR

July 7, 1981

Mr. William Hammond, Zoning Commissioner  
Zoning Advisory Committee  
Office of Planning and Zoning  
Baltimore County Office Building  
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item #214, Zoning Advisory Committee Meeting, May 12, 1981, are as follows:

Property Owner: John E. and Alice M. Parks  
Location: N/S Evans Avenue 300' E. of Sweetbriar Lane  
Acres: 100 X 150  
District: 8th

This office has reviewed the subject petition and offers the following comments. These comments are not intended to indicate the appropriateness of the zoning in question, but are to assure that all parties are made aware of plans or problems with regard to development plans that may have a bearing on this petition.

This petition meets the requirements of the Division of Current Planning and Development.

Very truly yours,

*John L. Wimbley*  
John L. Wimbley  
Planner III  
Current Planning and Development

Pursuant to the advertisement, posting of property, and public hearing on the petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will not adversely affect the health, safety, and general welfare of the community, the variance(s) should ~~not~~ be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 20th day of August, 1981, that the ~~same~~ Petition for Variance(s) to permit lot widths of 50 feet in lieu of the required 55 feet for Lots 35 and 36 for an existing 2½-story dwelling and Lots 37 and 38 for a proposed two-story dwelling, all as shown on the Plat of Yorkshire, which is recorded among the Land Records of Baltimore County in Plat Book No. 7, folio 21, is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

1. The existing 2½-story dwelling located on Lots 35 and 36 shall be used only as a single-family dwelling and all appurtenances contained within the improvement, known and designated as 24 Evans Avenue, which allows it to function as a two-family unit, shall be removed.
2. The two-story dwelling proposed to be constructed on Lots 37 and 38, to be known and designated as 26 Evans Avenue, shall be constructed and used only as a single-family dwelling.
3. A revised site plan, incorporating the restrictions set forth above, shall be submitted for approval by the Department of Public Works and the Office of Planning and Zoning.

*William E. Hammond*  
Zoning Commissioner of  
Baltimore County

ORDER RECEIVED FOR FILING

DATE August 20, 1981

BY *John J. Forrest*  
ADMINISTRATIVE ASSISTANT

## BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dubel, Superintendent

Towson, Maryland - 21204

Date: May 8, 1981

Mr. William E. Hammond  
Zoning Commissioner  
Baltimore County Office Building  
1111 West Chesapeake Avenue  
Towson, Maryland 21204

Z.A.C. Meeting of: May 12, 1981

RE: Item No: 211, 212, 213, 214, 215, 216, 217  
Property Owner:  
Location:  
Present Zoning:  
Proposed Zoning:

District:  
No. Acres:

Dear Mr. Hammond:

All of the above have no bearing on student population.

Very truly yours,  
*Wm. Nick Petrovich*  
Wm. Nick Petrovich, Assistant  
Department of Planning

WNP/bp

## BALTIMORE COUNTY, MARYLAND

### INTER-OFFICE CORRESPONDENCE

TO: William E. Hammond, Zoning Commissioner  
Office of Planning and Zoning Date: June 15, 1981  
FROM: Ian J. Forrest  
SUBJECT: Zoning Variance Items

The Baltimore County Department of Health has reviewed the following zoning variance items, and has no specific comments regarding same:

- Item #204 - Michael B. and Mary Lynn Phillips
- Item #205 - Randall M. Hall
- Item #206 - John & Margaret Jansen
- Item #211 - Orville L. & Norma E. Wilson
- Item #214 - John E. & Alice M. Parks
- Item #215 - Fairgrounds Business Center Company
- Item #216 - James W. & Barbara H. Houck, Jr.
- Item #220 - Richard P. & Sally A. Rakowski
- Item #221 - Armond J. & Helen M. Gold
- Item #223 - Nottingham Village, Inc.
- Item #224 - Ruben & Sara Rice
- Item #225 - Peggy W. Downes
- Item #228 - Geffery G. Auffarth, et al
- Item #229 - Maxine R. Hopkins
- Item #235 - Robert V. & Bessie M. Selby
- Item #237 - Evelyn G. Snedegar
- Item #238 - Earl S. & Charlene B. Oxley

*Ian J. Forrest*  
Ian J. Forrest, Director  
BUREAU OF ENVIRONMENTAL SERVICES

IJP/ith



BALTIMORE COUNTY  
FIRE DEPARTMENT  
TOWSON, MARYLAND 21204  
825-7310

PAUL H. REINCKE  
CHIEF

June 1, 1981

Mr. William Hammond  
Zoning Commissioner  
Office of Planning and Zoning  
Baltimore County Office Building  
Towson, Maryland 21204

Attention: Nick Commodari, Chairman  
Zoning Plans Advisory Committee

RE: Property Owner: John E. & Alice M. Parks

Location: N/S Evans Avenue 300' E. of Sweetbriar Lane

Item No.: 214

Zoning Agenda: Meeting of May 12, 1981

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

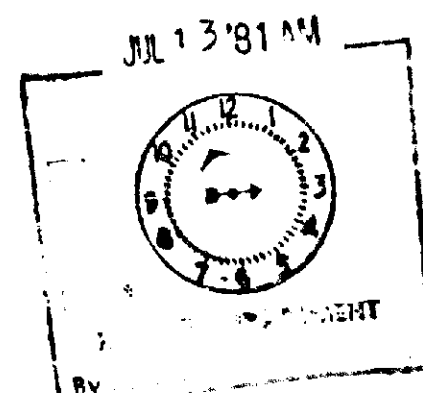
- ( ) 1. Fire hydrants for the referenced property are required and shall be located at intervals of                      feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- ( ) 2. A second means of vehicle access is required for the site.
- ( ) 3. The vehicle dead end condition shown at                      EXCEEDS the                      allowed by the Fire Department.
- ( ) 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 Edition prior to occupancy.
- ( ) 6. Site plans are approved, as drawn.
- ( ) 7. The Fire Prevention Bureau has no comments at this time.

REVIEWED: *CH-24-114 6-7-81*  
Planning Group  
Special Inspection Division

Noted and  
Approved: *George M. Hagmelt*  
Fire Prevention Bureau

/mb

81-1577



July 10, 1981

Mr. William Hammond  
Baltimore County Zoning Commission  
County Office Building  
Towson, Maryland 21204

JOHN E. PARKS, JR.  
Re: Class 82-20-A, item 214 - Evans Avenue, Timonium  
Variance hearing - July 11, 1981

Dear Mr. Hammond:

I do not wish to specifically protest the granting of a variance in the above matter that would allow the sale of a 50-foot lot instead of 55-foot one. However, I would call your attention to the fact that the present building on the lot is a two-family apartment house, and it is rented as two apartments. It is my understanding that apartments require an 80-foot frontage.

Taking 80 feet from the lot to account for the now existing apartments, it would not seem to leave 50 feet for the lot offered for sale. We have lived next door ever since before the building was finished off and occupied and, to our knowledge, the owner has never lived there himself but has always rented it as two separate apartments.

Very truly yours,

*Mrs. Harold E. Rhodes*  
Mrs. Harold E. Rhodes  
22 Evans Avenue  
Timonium, Md. 21093

ser

## BALTIMORE COUNTY, MARYLAND

### INTER-OFFICE CORRESPONDENCE

TO: Nick Commodari Date: May 15, 1981  
FROM: Charles E. (Ted) Burnham  
SUBJECT: Zoning Advisory Committee Meeting of May 12, 1981

- ITEM NO. 211 See Comments
- ITEM NO. 212 See Comments
- ITEM NO. 213 No Comments
- ITEM NO. 214 Standard Comments
- ITEM NO. 215 See Comments
- ITEM NO. 216 Standard Comments
- ITEM NO. 217 Standard Comments

*Charles E. (Ted) Burnham*  
Charles E. (Ted) Burnham  
Plans Review Chief

CEB:rrj



BALTIMORE COUNTY  
OFFICE OF PLANNING & ZONING  
TOWSON, MARYLAND 21204  
494-3353

WILLIAM E. HAMMOND  
ZONING COMMISSIONER

August 20, 1982

Mr. & Mrs. John E. Parks  
Route 1, Box 362  
Padonia Road  
Cockeysville, Maryland 21030

RE: Petition for Variance  
N/S of Evans Avenue, 300' E of  
Sweetbriar Lane - 8th Election  
District  
John E. Parks, et ux - Petitioners  
NO. 82-20-A (Item No. 214)

Dear Mr. & Mrs. Parks:

I have this date passed my Order in the above referenced matter in accordance with the attached.

Very truly yours,

*William E. Hammond*  
WILLIAM E. HAMMOND  
Zoning Commissioner

WEH/srl

Attachments

cc: Mr. David T. Jones  
David Jones, Inc.  
106 Hollow Brook Road  
Timonium, Maryland 21093

John W. Hession, Esquire  
People's Counsel

Mrs. Harold E. Rhodes  
22 Evans Avenue  
Timonium, Maryland 21093

Mr. Robert E. Moore  
32 Evans Avenue  
Timonium, Maryland 21093

Mr. & Mrs. Cecil Kelley  
28 Evans Avenue  
Timonium, Maryland 21093



BALTIMORE COUNTY OFFICE OF PLANNING & ZONING  
County Office Building  
111 W. Chesapeake Avenue  
Towson, Maryland 21204

Your Petition has been received this 25 day of April, 1981.\*

Filing Fee \$ 25.00 Received: ☒ Check  
☐ Cash  
☐ Other

David Jones, Inc.  
106 Hollow Brook Road  
Timonium, Maryland 21093

No. 096946

DATE 6/22/81 ACCOUNT 01-662 AMOUNT \$25.00

RECEIVED FROM: David Jones, Inc.  
FOR: Filing Fee for Case #82-20-A

VALIDATION OR SIGNATURE OF CASHIER

CERTIFICATE OF POSTING  
ZONING DEPARTMENT OF BALTIMORE COUNTY  
Towson, Maryland

District: 8 Date of Posting: 7/6/81

Posted for: Petition for Variance

Petitioner: John E. Parks, et ux

Location of property: N/s Evans Ave., 300' E of Sweetbriar Lane

Location of Signs: front of property facing Evans Ave.

Remarks: 1 sign

Posted by: Alan Coleman Date of return: 7/10/81

CERTIFICATE OF PUBLICATION

TOWSON, MD., July 2, 1981

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., successive times successive before the 21st day of July, 1981, the 2nd publication appearing on the 2nd day of July, 1981.

THE JEFFERSONIAN,  
Frank Strickland Manager.

Cost of Advertisement, \$ 19.25

Mr. John E. Parks  
Rt. 1, Box 362 Padonia Road  
Gockeysville, Maryland 21030

June 24, 1981

NOTICE OF HEARING

RE: Petition for Variance  
N/s Evans Ave., 300' E of Sweetbriar Ln.  
Case No. 82-20-A

TIME: 9:30 A.M.

DATE: Tuesday, July 21, 1981

PLACE: ROOM 106 COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVENUE,  
TOWSON, MARYLAND

/s/

cc: David Jones, Inc.  
106 Hollow Brook Road  
Timonium, Maryland 21093

Glen Charlow  
711 Anneslie Road  
Baltimore, MD 21212

ZONING COMMISSIONER OF  
BALTIMORE COUNTY

BALTIMORE COUNTY  
OFFICE OF PLANNING & ZONING  
TOWSON, MARYLAND 21204  
494-3353

July 14, 1981

WILLIAM E. HAMMOND  
ZONING COMMISSIONER

RE: Petition for Variance  
N/s Evans Ave., 300' E of Sweetbriar Ln.  
John E. Parks, et ux - Petitioners  
Case #82-20-A

Dear Mr. Jones:

This is to advise you that \$46.25 is due for advertising and posting of the above property.

Please make check payable to Baltimore County, Maryland, and remit to Karen Riegel, Room 113, County Office Building, Towson, Maryland 21204 before the hearing.

Very truly yours,  
William E. Hammond  
WILLIAM E. HAMMOND

BALTIMORE COUNTY, MARYLAND  
OFFICE OF FINANCE - REVENUE DIVISION  
MISCELLANEOUS CASH RECEIPT

DATE 7/21/81 ACCOUNT 01-662

AMOUNT \$46.25

RECEIVED FROM: David Jones, Inc.  
FOR: Posting & Advertising of Case #82-20-A

VALIDATION OR SIGNATURE OF CASHIER

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. W. E. Hammond  
Zoning Commissioner

TO: Norman E. Gerber, Director  
FROM: Office of Planning and Zoning  
SUBJECT: Petition No. 82-20-A Item 214

Date: July 2, 1981

Petition for Variance  
North side of Evans Avenue, 300 ft. East of Sweetbriar Lane  
Petitioner- John E. Parks, et ux

8th District

HEARING: Tuesday, July 21, 1981 (9:30 A.M.)

There are no comprehensive planning factors requiring comment on this petition.

NEG:JGH:ob

PETITION FOR VARIANCE

8th DISTRICT

ZONING: Petition for Variance

LOCATION: North side of Evans Avenue, 300 ft. East of Sweetbriar Lane

DATE & TIME: Tuesday, July 21, 1981 at 9:30 A.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Variance to permit lot widths of 50 ft. instead of the required 55 ft.

The Zoning Regulation to be excepted as follows:

Section 1B02.3.C.1 - Minimum lot widths in a D.R. 5.5 Zone

All that parcel of land in the Eighth District of Baltimore County.

Being the property of John E. Parks, et ux, as shown on the plat plan filed with the Zoning Department

Hearing Date: Tuesday, July 21, 1981 at 9:30 A.M.  
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

BY ORDER OF  
WILLIAM E. HAMMOND  
ZONING COMMISSIONER  
OF BALTIMORE COUNTY

Petition for Variance  
8th District

ZONING: Petition for Variance

LOCATION: North side of Evans Avenue, 300 ft. East of Sweetbriar Lane

DATE & TIME: Tuesday, July 21, 1981 at 9:30 A.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Variance to permit lot widths of 50 ft. instead of the required 55 ft.

The Zoning Regulation to be excepted as follows:

Section 1B02.3.C.1 - Minimum lot widths in a D.R. 5.5 Zone

All that parcel of land in the Eighth District of Baltimore County.

7. Variance Description  
24 + 26 Evans Avenue

Beginning in the North side of Evans Avenue approximately 300' East of Sweetbriar Lane and known as Lots #35-38. Said lots are shown on Plot of Yorkshire, which is recorded in land records of Baltimore County in Book 7, Folio 021 (Part 1).

BY ORDER OF  
WILLIAM E. HAMMOND  
Zoning Commissioner of Baltimore County

The Essex Times  
Essex, Md., July 2, 1981

This is to Certify, That the annexed

was inserted in The Essex Times, a newspaper printed and published in Baltimore County, once in each of one successive weeks before the 2nd day of July, 1981.

Charles J. Goff Publisher.

June 7, 1985

Baltimore County  
Office of Bldg. Permits  
Baltimore, Maryland 21014

Gentlemen:

This is to verify that due to my increasing poor health and Mr. John Parks being in the hospital, I have found it necessary to sell my property on Evans Avenue. 24 Evans Ave. was sold as a one family residence to Mr. & Mrs. Doug Bufton who will be occupying this home. Second floor kitchen will be removed before settlement as required by Society Mortgage Co.

Very truly yours,

*Oliver M. Parks*

77437

Mr. William Hammon  
Baltimore County Zoning Commission  
County Office Building  
Towson, Maryland 21204

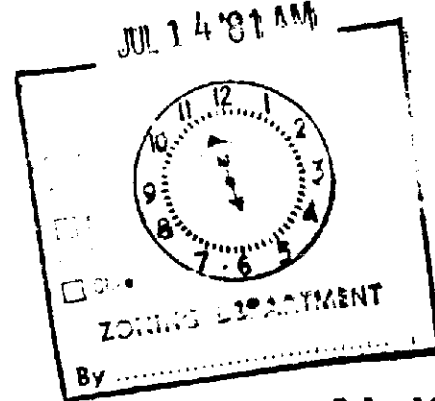
Re: Class 82-20-A, Item 214 - Evans Avenue, Timonium  
Variance hearing - July 21, 1981

Dear Mr. Hammon:

I do not wish to specifically protest the granting of a variance in the above matter that would allow the sale of a 50-foot lot instead of 55-foot one. However, I would call your attention to the fact that the present building on the lot is a two-family apartment house, and it is rented as two apartments. It is my understanding that apartments require an 80-foot frontage.

Taking 80 feet from the lot to account for the now existing apartments, it would not seem to leave 50 feet for the lot offered for sale. We have lived next door ever since before the building was finished off and occupied and, to our knowledge, the owner has never lived there himself but has always rented it as two separate apartments.

Very truly yours,  
*Robert E. Moore*  
32 Evans Avenue  
21093



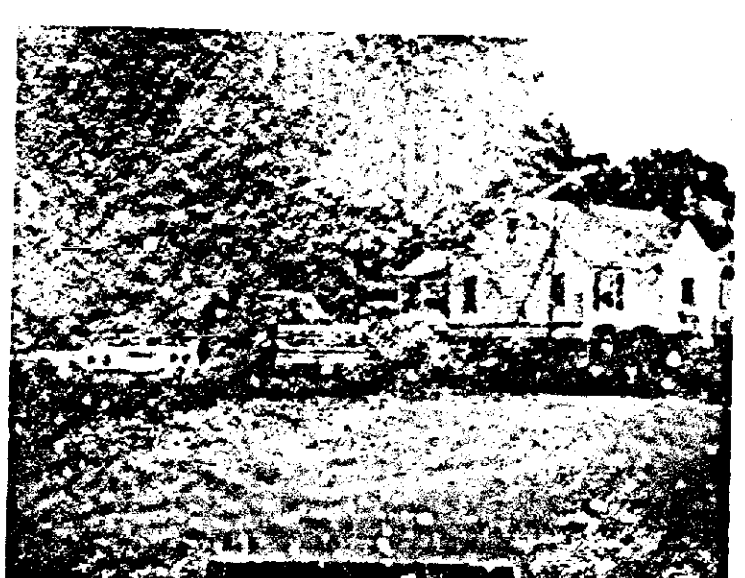
July 10, 1981

FHA - PLANS 9 - 10, 10A (245) - 11 - (REV 7/84)

**GREMPER REALTY, INC.**  
Grempier Multiple List Address # 5429  
Counselor's Name: *John Harbat / Ed Mc Donald*  
Office Phone: *879-0900* Home Phone: *879-3304*  
Office Address: *1215 Belair Road, Maryland 21014*  
City: *Baltimore* State: *Md* Zip: *21014*

DATE: *10th* day of *May*, *Eighty Five*  
SELLER: *John F. & Alice M. Parks*  
BUYER: *Douglas A. & Pamela G. Bufton*  
AGREEMENT: *Baltimore*  
COUNTY OF: *Baltimore*  
ADDRESS: *24 Evans Avenue* *21093*  
GROUND RENT: *n/a*  
INCLUSIONS: *all amenities as per listing contract*  
ZONING AND USE: *residential*  
SALE PRICE: *Sixty Nine Thousand Two Hundred and 00/100*  
INITIAL DEPOSIT: *One Hundred and 00/100*  
SECOND DEPOSIT: *Four Hundred and 00/100*  
SETTLEMENT DATE: *July 28, 1985*  
FINANCING: *30* *121*  
MORTGAGE: *3,100*  
FHA: *45*  
DISCOUNT POINTS: *45*  
DEPOSITS AND FEES: *45*

**SPECIAL CONDITIONS**  
If this property is a condominium please complete special addendum which shall become a part thereof. **Contract is contingent upon 26 Evans Ave. settling on or before June 20, 1985. Agent is related to Buyer.**  
Property sold and can be used as one family dwelling only. Contract contingent upon removal of second kitchen.



ILLING

1. The existing 2 1/2-story dwelling located on Lots 35 and 36 shall be used only as a single-family dwelling and all improvements contained within the improvement, known and designated as 24 Evans Avenue, which allows it to function as a two-family unit, shall be removed.

2. The two-story dwelling proposed to be constructed on Lots 37 and 38, to be known and designated as 26 Evans Avenue, shall be constructed and used only as a single-family dwelling.

REVISED 5-23-85  
FROM 55' FRONT YD. WIDE  
TO 50' FRONT YD. WIDE  
TO 45' FRONT YD. WIDE  
TO 40' FRONT YD. WIDE

STATE OF MARYLAND  
COUNTY OF BALTIMORE  
PROFESSIONAL ENGINEER  
KIDDE CONSULTANTS, INC.  
1020 Cromwell Bridge Road, Baltimore, Maryland 21204  
Scale: 1"=30'  
Issued: 5/28/85  
Rev. 1/78

Mr. William Hammon  
Baltimore County Zoning Commission  
County Office Building  
Towson, Maryland 21204

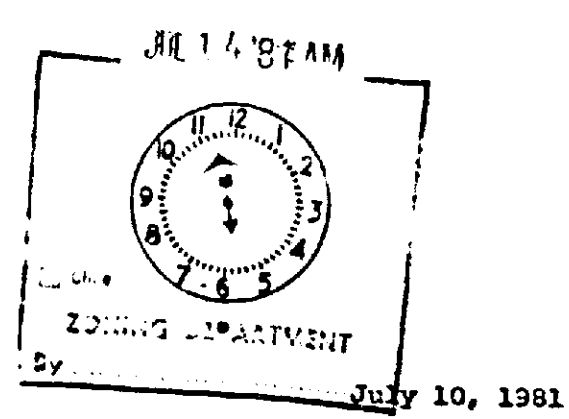
Re: Class 82-20-A, Item 214 - Evans Avenue, Timonium  
Variance hearing - July 21, 1981

Dear Mr. Hammon:

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Taking 80 feet from the lot to account for the now existing apartments, it would not seem to leave 50 feet for the lot offered for sale. We have lived next door ever since before the building was finished off and occupied and, to our knowledge, the owner has never lived there himself but has always rented it as two separate apartments.

Very truly yours,  
*Cecil & Shelia Kelley*  
28 Evans Ave.  
Timonium, Md 21093





# ALTERNATE FINANCING

The Buyer and Seller are aware that the mortgage lender is not a party to the contract of sale. Grempier Realty and/or the Cooperating Broker make no representation, guarantee, or endorsement of the availability of any of the mortgage terms, rates or fees as proposed in this contract of sale that would affect either the Buyer or Seller. It is further understood and agreed that should the Buyer make application for and accept financing through a lending institution or other source whereby the interest, terms of payment, amount of loan or any one of these differs from the financing conditions hereinafter set forth upon notification to the Buyer from said lending institution or party that the financing as requested has been approved and a loan commitment granted, the preceding mortgage conditions of this agreement shall be deemed to have been fully satisfied and of no further effect, provided said alternate mortgage does not increase closing costs to the Seller, or exceed the time allowed to secure the mortgage commitment as called for on reverse side.

## TITLE

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except title and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood, or the sub-division which the property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property, and assessment for sewer and water benefits. Regardless of the encumbrance the Buyer is not in any way relying on the agent for explanation or access to restrictive covenants, zoning, or any other documents which might restrict or prohibit the use of this property for the purposes intended by the Buyer which would be discovered subsequent to the execution of the Contract. The Buyer and Seller bind themselves, their heirs, executors, personal representatives, administrators and assigns, for the faithful performance of this agreement.

## ADJUSTMENTS

Ground rent, home owners association fees, rent and water rent shall be adjusted and apportioned as of date of settlement, and all taxes, general or special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances, for sewer, water, drainage, paving or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid hereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooling oil or gas remaining in supply tank(s) at time of settlement shall become the property of the Buyer.

## INSURANCE

The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, all or a substantial part of the property is destroyed or damaged, without fault of the Buyer, then the Contract, at the option of the Buyer, shall be null and void and of no further effect, and all monies paid hereunder shall be returned promptly by Seller to Buyer. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Contract. In the event it shall be determined by the Buyer that the property is inadequately insured by the Seller, the Buyer shall have the right, at Buyer's option and expense, to obtain such insurance, or add such insurance, as shall be satisfactory to Buyer.

## INFESTATION

The Sellers authorize the Buyer or his agents to obtain, at the Seller's expense, a certificate from a recognized pest control company that the property is free and clear of any visible termites and other wood boring insects. If any infestation is present when the property shall be treated to correct any such infestation and any damage caused by any present or prior infestation shall be corrected at the Seller's expense. The aforementioned certificate shall be furnished to the Buyer or in the event any infestation is discovered, a one year guarantee shall be furnished to the Buyer in accordance with FHA regulations.

## TRANSFER

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written. Cost of all documentary stamps and transfer tax, where required by law, shall be

## HOME INSPECTION OPTION

The undersigned Buyer acknowledges that he/she they was or were presented with the opportunity to have qualified individuals and/or firms inspected and test the water and sewerage systems to determine water source, quality and volume as well as type and capacity of the sewerage system servicing the subject property. The undersigned Buyer(s) of the property hereby acknowledge(s) that he/she they was or were presented with the opportunity of having any of several home inspection firms, for a fee, inspect, and guarantee at the Buyer's option, the insulation, for the intended purpose of satisfying the undersigned that there is no health risk present because of the type of insulation in the house, the age and condition of the roof, the absence or presence of any water penetration, the electrical, plumbing, heating, air conditioning (excluding portable units) and any other mechanical systems and related equipment included in this contract. Such an inspection would be made with the intended purpose of satisfying the Buyer(s) as to the property condition.

The Buyer declines or accepts these inspections and warranty with full knowledge and understanding that neither the broker(s) nor the agent(s) are responsible for any undisclosed defects affecting the property, the well and/or septic system, and that the broker(s) offer no guarantee or warranty whatsoever concerning the (1) property, (2) the well and/or septic system, (3) the ability to obtain local, county or state approval to install a well and/or septic system and/or hook-up to any water and/or sewerage systems. Buyer(s) decline unless it is mentioned under Special Conditions or by Special Addendum.

It is understood and agreed by both Buyer and Seller that the Brokers do not guarantee nor do they have knowledge of the financial assets of any inspection firm, developer or builder. BUYER HEREBY WARRANTS AND REPRESENTS UNTO THE REAL ESTATE BROKERS HEREIN THAT NO AGENT SERVANT OR EMPLOYEE OF SAID REAL ESTATE BROKERS HAS MADE ANY STATEMENT, REPRESENTATION OR WARRANTY TO THEM REGARDING THE CONDITION OF THE PREMISES OR ANY PART THEREOF UPON WHICH BUYER HAS RELIED AND WHICH IS NOT CONTAINED IN THIS CONTRACT.

## PROPERTY CONDITION

The Seller at the time of settlement or occupancy (whichever occurs first) will leave premises free and clear of trash and debris and broom clean. The electrical, plumbing, heating, air conditioning (excluding portable units) and any other mechanical systems and related equipment included in this Contract shall be in operating condition. The Seller will deliver the premises in substantially the same physical condition as of date of final ratification. Buyer has the privilege of a pre-settlement inspection of all the premises. Except as expressly contained herein, no other warranties are made by the Seller or Broker, nor relied upon by the Buyer.

## POSSESSION

Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail to do so he shall become and be thereafter a tenant by sufferance of the Buyer and hereby waives all notice to quit as provided by the laws effective when the property is located. All notices of violations of orders or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the property at the date of settlement of this Contract, shall be complied with by the Seller, and the property conveyed free thereof.

## CREDIT

The Buyer hereby authorizes the Broker to disclose to the Seller or any lender the credit information provided to the Broker by the Buyer.

## AGRICULTURAL TRANSFER TAX

Buyer and Seller understand that this property or land may be subject to real estate agricultural transfer tax under Anno. Code of Md., Art. 81. If no, this additional tax shall be paid by the Seller unless otherwise agreed to under Special Conditions in the Sales Agreement.

## FORFEITURE

It is understood by the Buyer and the Seller that the real estate Companies or agents named in this Contract do not assume any responsibility for the condition of the property or for the performance of this Contract by any or all parties hereto. If the Purchaser shall fail to make full settlement of the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Broker in writing within 30 days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this Contract. In the event of the forfeiture of the deposit or in the event of an award of damages by a court or a compromise agreement between Seller and Purchaser, the Seller shall allow the Broker one half thereof as a compensation for services, said amount not to exceed the amount of the full brokerage fee. Nothing herein contained shall prevent the Broker from holding the Seller liable for any commission to which the Broker may be entitled.

## LEGAL COUNSEL

This is a legally binding Contract. If you do not understand the Contract or any aspect of this transaction seek legal advice through your attorney. The effective date of the Contract will be the date on which both buyer and seller fully agree to all the terms as set forth herein. The marginal captions of this Contract are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereunder. Mailgram or telegram by absentee principal(s) constitutes acceptance of this Contract.

## NOTICE TO PURCHASER AND ALL OTHER PARTIES

You are entitled to select your own Title Insurance Company, Settlement Company, or Escrow Company. Buyer hereby selects: The recovery of compensation from the real estate guaranty fund of the Maryland Real Estate Commission is limited to an amount not to exceed \$25,000 for any claim.

Witness as to Seller's Signature and Date	<u>Alice M. Parks</u> (SEAL)	Buyer's Initials	Buyer's Initials
Witness as to Seller's Signature and Date	<u>John E. Parks</u> (SEAL)	Date	Date
Witness as to Buyer's Signature and Date	<u>James M. Parks</u> (SEAL)	Date	Date
Witness as to Buyer's Signature and Date	<u>John E. Parks</u> (SEAL)	Date	Date



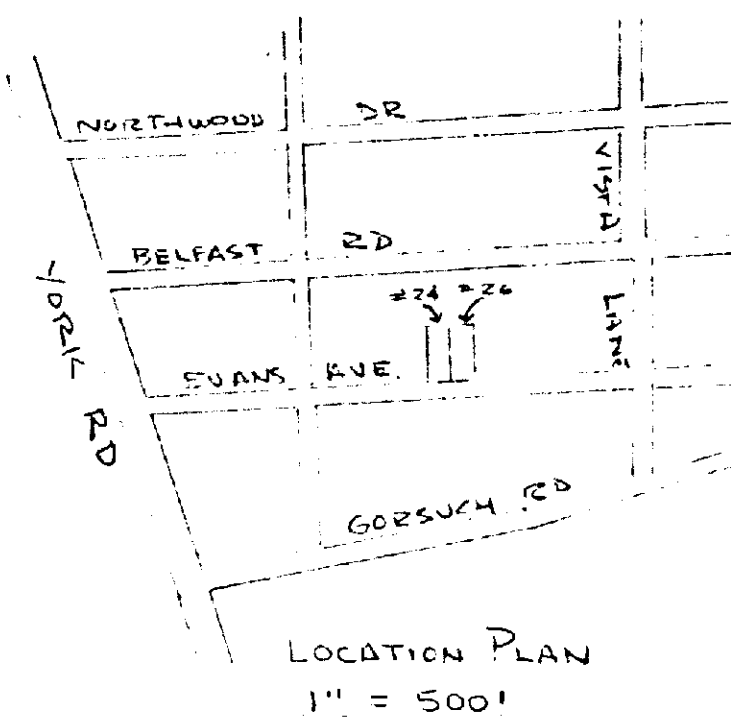
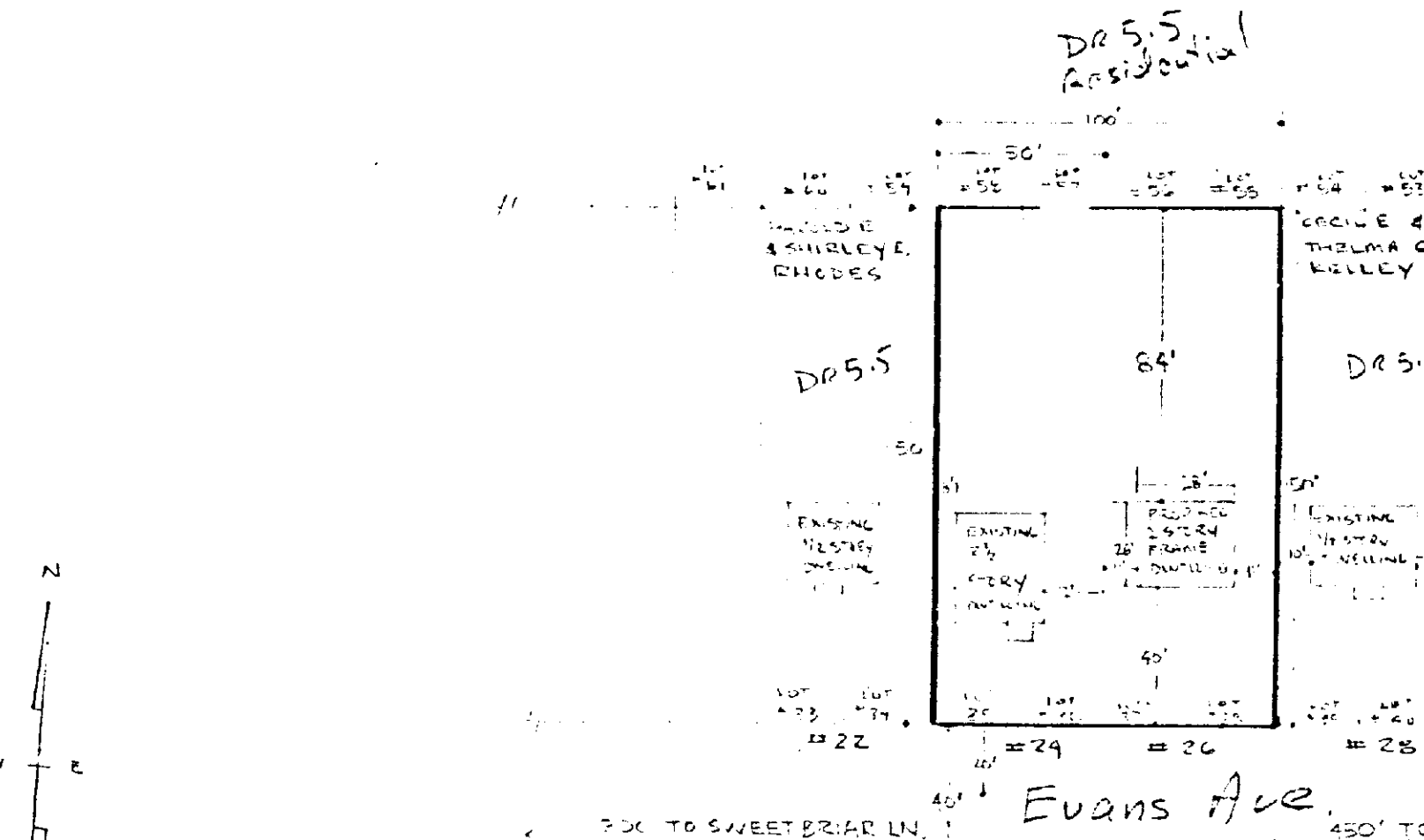
"CEASE TO SHOW RELEASE... FROM BUYER"  
EQUAL OPPORTUNITY—AGREEMENT BETWEEN BUYER AND GREMPIER



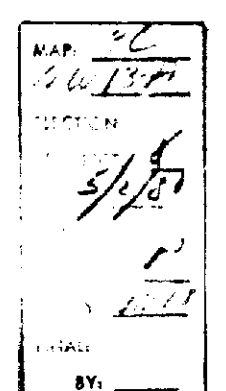
I have requested \_\_\_\_\_, a salesperson of Grempier Realty, Inc. to assist me in presenting this Contract offer. I understand that I do not have to make this Contract offer and I understand that Grempier Realty, Inc. is obligated, under Fair Housing Laws, to show me housing anywhere I wish to look, regardless of race, color, creed, national origin, sex, age, marital status or disability. This service has been performed to my satisfaction, and I understand that I may, at this time, speak to the office manager if I believe that I have been denied the opportunity to see every home within my price range, in any area that I requested. I understand that my refusal to sign this equal opportunity statement in no way affects my ability to make a Contract offer. I understand that my agent, and Grempier Realty, Inc., under all the conditions outlined above, is asking me of my own free will, to release them from the obligation of showing any more houses unless the Contract offer is rejected, and to indicate my belief that I have received equal housing opportunity.

BUYER \_\_\_\_\_  
I have read and understand the contents of this contract and agree to the terms and conditions hereof.

VARIANCE PLAT FOR LOT WIDTHS - 24 & 26 EVANS AVE



PLAT OF YORKSHIRE WPC 7/21  
8TH ELECTION DISTRICT  
BALTIMORE COUNTY MD  
PRESENT ZONING DR 5.5  
PUBLIC WATER & SEWER EXIST IN ROAD  
FIRE HYDRANT WITHIN 120 FEET  
EXISTING PAVING WIDTH 24 FEET



OWNERS LOTS 35-38  
JOHN E. PARKS & ALICE M. PARKS  
271 BOX 362 PADONA RD  
COCKEYSVILLE MD 21030  
252-4282  
CONTRACT PURCHASE LOT 37-38  
DAVID JONES, INC  
106 HOLLOWBROOK RD  
TIMONJUM MD 21093  
252-6513

SCALE 1" = 50'

ITEM # 214

